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REDACTED -- Public Version, filed 5/15/06

TAB C

CHART INDICATING CORRESPONDENCE OF CRYOVAC JURY INSTRUCTIONS TO PECHINEY INSTRUCTIONS

Plaintiff Instr. #	COV PRELIMINARY Instruction Title	Defendant Instr. #	Pechiney PRELIMINARY Instruction Title
**************************************	The second secon		
A.	INTRODUCTION		
B.	PATENT LAW		The Patent System, Generally How a Patent is Obtained
C.	GLOSSARY OF PATENT TERMS	11107555100	GLOSSARY OF PATENT TERMS
0	PATENT CLAIMS GENERALLY		The Parts of a Patent
نىا	DUTIES AS JURORS		Duty of Jury
LL.	EVIDENCE		Evidence
Ö.	WITNESSES - CONFLICTS IN TESTIMONY		The last the second sec
T	EXPERT WITNESSES		THE PROPERTY OF THE PROPERTY O
*	DIRECT AND CIRCUMSTANTIAL EVIDENCE		
J.	BURDENS OF PROOF		Burden of Proof
7.	NATURE OF THE CASE		The Nature of the Case
l i	UNCONTESTED FACTS	** - *** dili	
Z	GENERAL INSTRUCTIONS		Conduct of the Jury
ż	CONDUCT OF THE JURY		Conduct of the Jury
0.	INSTRUCTIONS ON TAKING NOTES		Conduct of the Jury
<u> </u>	LOGISTICAL INFORMATION [AGREED]		AGREED
Ö.	COURSE OF THE TRIAL [AGREED]		AGREED
	TOTAL	***************************************	Video and Glossary

¹ Blank spaces in the chart indicate lack of instruction corresponding to particular Cryovac or Pechiney instruction.

FINAL JURY INSTRUCTIONS:

nt Pechiney FINAL Instruction Title		[AGREED]	1. General Introduction	[AGREED]	[AGREED]	[AGREED]	[AGREED]	[AGREED]	[AGREED]	[AGREED]	10. Burdens of Proof	9. The Parties and Their Contentions	9.1 The Nature of the Case	9.2 Cryovac's Contentions	9.3 Pechiney's Contentions	9.4 Summary of Issues	11. The Patent System	and the desired and the second and t		14. Willful Infringement	THE PROPERTY AND ADDRESS OF THE PROPERTY OF TH
Defendant Instr. #		TATABASA A CANALA A C	**************************************									THE PART OF THE PA	O	6	6	0	- Luwwwannan		7	T-	
CRYOVAC FINAL Instruction Title	GENERAL INSTRUCTIONS	INTRODUCTION & JURORS' DUTIES [AGREED]	DUTIES AS JURORS	EVIDENCE DEFINED [AGREED]	DIRECT AND CIRCUMSTANTIAL EVIDENCE [AGREED]	CONSIDERATION OF EVIDENCE [AGREED]	STATEMENTS OF COUNSEL [AGREED]	CREDIBILITY OF WITNESSES [AGREED]	EXPERT TESTIMONY [AGREED]	NUMBER OF WITNESSES [AGREED]	BURDENS OF PROOF						Closest is Cryovac Preliminary Instruction B.		PATENT INSTRUCTIONS WILLFUL INFRINGEMENT	WILLFUL INFRINGEMENT	THE THE PROPERTY OF THE PROPER
Plaintiff Instr. #	***************************************		1.2	1.3	4.	1.5	1.6	1.7	1.8	1.9	1.10						**************************************		2.	2.1	

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WILLFUL INFRINGEMENT COMPETENCY OF ADVICE WILLFUL INFRINGEMENT GOOD FAITH RELIANCE WILLFUL INFRINGEMENT GOOD FAITH 14.2 INTENTIOUS INTERFERENCE WITH CONTRACT - GENERAL EXISTENCE OF CONTRACT INTENT TO ENTER INTO A CONTRACT COURSE OF DEALING COURSE OF DEALING COURSE OF PERFORMANCE TRADE USAGES IN INDUSTRY INTENTIONAL CONDUCT THAT CAUSED REACH INTENTIONAL CONDUCT THAT CAUSED BREACH INTENTIONAL CONDUCT THAT CAUSED BREACH INTENTIONAL CONDUCT THAT CAUSED BREACH INTENTIONAL CONDUCT THAT CAUSED	2.2	WILLFUL INFRINGEMENT TIMING OF ADVICE	14.4	Closest is Advice of Counsel
WILLFUL INFRINGEMENT GOOD FAITH 14.4 RELIANCE	2.3	WILLFUL INFRINGEMENT COMPETENCY OF ADVICE	14.4	Closest is Advice of Counsel
14.1 14.2 14.2 14.3 14.3 14.5	2.4	11	14.4	Closest is Advice of Counsel
14.2 14.2.1 14.2.1 14.2.1 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 16.1 16.1 16.1 16.1 16.1 16.1 16.2 16.3 16.4 16.4 16.4 16.4 16.4 16.5 1			14.1	Knowledge of the Patent
14.2.1 14.2.1 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.5 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3 16.4 16.4 16.4 16.4 16.4 16.4 16.5 16.	***************************************	Transport Laboratoria Control	14.2	Licenses
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TORTIOUS INTERFERENCE WITH CONTRACT - GENERAL ELEMENTS OF LIABILITY EXISTENCE OF CONTRACT INTENT TO ENTER INTO A CONTRACT TEST FOR REQUIREMENTS CONTRACT TEST FOR REQUIREMENTS CONTRACT TEST FOR REQUIREMENTS CONTRACT COURSE OF DEALING COURSE OF PERFORMANCE TRADE USAGES IN INDUSTRY TRADE USAGES	HALLAND TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE	Transport of the contract of t	14.5	Copying or Designing Around a Patent
TORTIOUS INTERFERENCE WITH CONTRACT - GENERAL CONTRACT - GENERAL ELEMENTS OF LIABILITY EXISTENCE OF CONTRACT INTENT TO ENTER INTO A CONTRACT TEST FOR REQUIREMENTS CONTRACT COURSE OF DEALING COURSE OF PERFORMANCE COURSE OF PERFORMANCE TRADE USAGES IN INDUSTRY TRADE USAGES IN INDUSTRY TRADE USAGES IN INDUSTRY TRADE COURSE OF PERFORMANCE TRADE USAGES IN INDUSTRY TRADE USAGES IN INDUSTRY TRADE USAGES IN INDUSTRY 16.5 CAUTIONARY INSTRUCTION KNOWLEDGE INTENTIONAL CONDUCT THAT CAUSED BREACH INTENT	t and a second			Location and the second
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CAUTIONARY INSTRUCTION N/A KNOWLEDGE 16.6 INTENTIONAL CONDUCT THAT CAUSED BREACH	N/A		16.5	Rules for Applying Extrinsic Evidence
KNOWLEDGE 16.6 INTENTIONAL CONDUCT THAT CAUSED BREACH INTENT	3.3.6	CAUTIONARY INSTRUCTION	N/A	
INTENTIONAL CONDUCT THAT CAUSED BREACH INTENT	3.4	KNOWLEDGE	16.6	Requirement of Knowledge
NTENT TO THE PART OF THE PART	3.5	INTENTIONAL CONDUCT THAT CAUSED BREACH		
	3.5.1	INTENT	16.7	Requirement of Intent

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16.8	3.5.2	INTENT - UNLAWFUL ACTS	WATER AND ADDRESS OF THE PARTY	
CAUSATION OF BREACH 16.11	erinner+++++++++++++++++++++++++++++++++	THE PROPERTY OF THE PROPERTY O	16.8	Requirement of Malice
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TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS - GENERALLY ELEMENTS OF LIABILITY EXISTENCE OF BUSINESS RELATIONSHIP OR EXPECTANCY KNOWLEDGE INTENTIONAL CONDUCT WHICH CAUSED BREACH INTENT INTENT - UNLAWFUL ACTS INTENT - UNLAWFUL ACTS CAUSATION OF BREACH CAUSATION OF BREACH PROXIMATE CAUSE OF INJURY 18.10	3.7	INJURY	17	Damages for Tortious Interference with Contract
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ELEMENTS OF LIABILITY EXISTENCE OF BUSINESS RELATIONSHIP OR EXPECTANCY KNOWLEDGE INTENTIONAL CONDUCT WHICH CAUSED BREACH INTENT INTENT INTENT CAUSATION OF BREACH CAUSATION OF BREACH PROXIMATE CAUSE OF INJURY 18.10		PROSPECTIVE CONTRACTUAL RELATIONS – GENERALLY		Kelations
EXISTENCE OF BUSINESS RELATIONSHIP OR EXPECTANCY KNOWLEDGE INTENTIONAL CONDUCT WHICH CAUSED BREACH INTENT INTENT INTENT CAUSATION OF BREACH CAUSATION OF BREACH PROXIMATE CAUSE OF INJURY 18.10	4.2	ELEMENTS OF LIABILITY	18.1	Elements of Liability
KNOWLEDGE 18.3 INTENTIONAL CONDUCT WHICH CAUSED 18.4 BREACH 18.4 INTENT 18.5 INTENT - UNLAWFUL ACTS 18.6 CAUSATION OF BREACH 18.7 CAUSATION OF BREACH 18.7 PROXIMATE CAUSE OF INJURY 18.10	4.3	USINES	18.2	Expectancy Requirement
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2 INTENT – UNLAWFUL ACTS 18.5 18.6 3 CAUSATION OF BREACH 18.7 4. PROXIMATE CAUSE OF INJURY 18.10	4.5.1	NTENT	18.4	Intentional Interference
INTENT – UNLAWFUL ACTS 18.6 CAUSATION OF BREACH PROXIMATE CAUSE OF INJURY 18.10	NA		18.5	Requirement of Malice
18.6 CAUSATION OF BREACH 18.7 PROXIMATE CAUSE OF INJURY 18.10	4.5.2	INTENT - UNLAWFUL ACTS		And the state of t
CAUSATION OF BREACH 18.7 PROXIMATE CAUSE OF INJURY 18.10	N/A		18.6	Proper or Improper Interference Defined
CAUSATION OF BREACH PROXIMATE CAUSE OF INJURY 18.10	N/A		18.7	Pechiney's Motive
PROXIMATE CAUSE OF INJURY 18.10	4.5.3	CAUSATION OF BREACH	18.8	Causation Requirement
	4.5.4.	·	18.10	Damage to Plaintiff Proximately Resulting from Conduct

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5.1	VALIDITY	13.	Invalidity—in General
5.2	PRESUMPTION OF VALIDITY		And the second s
5.3	THE WRITTEN DESCRIPTION REQUIREMENT	13.1	Written Description
5.4	ENABLEMENT	13.2	Enablement
5.5	NO UNDUE EXPERIMENTATION		
5.6	ANTICIPATION - GENERALLY		Closest are:
		13.3	The Prior Art
	THE PARTY OF THE P	+101	Alithopathorn Lach of Noverly
5.7	CLAIM CONSTRUCTION	12.	The Claim of the Patent in Suit
		12.1	Construction of the Claim at Issue & [Alternative
			12.2.1]]
		12.3	"Comprising"
5.8	PRIOR ART DATE OF INVENTION	13.3.1	Prior Art—Date of Invention
5.9	REDUCTION TO PRACTICE DATE OF		
	INVENTION		Aller or record the second of
5.10	PRIOR ART BURDEN	13.3	The Prior Art
5.11	PRIOR PUBLIC KNOWLEDGE OR USE	13.3.2	Prior Art—Prior Public Use or Knowledge
5.12	PRIOR INVENTION	13.3.5	Prior Art—Prior Invention
5.13	PRIOR PUBLICATION	13.3.3	Prior Art—Prior Printed Publication
N/A	A CONTRACTOR OF THE CONTRACTOR	13.3.4	Prior Art—Prior Patents
5.14	ANTICIPATION REQUIRES AN ENABLING DISCLOSURE		
5.15	OBVIOUSNESS	13.5 13.5.6	Obviousness Determination of Obviousness
5.16	SCOPE AND CONTENT OF THE PRIOR ART	13.5.1	The Scope and Content of the Prior Art

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	UIFFERENCES OVER THE PRIOR ART		[AGREED]
5.18	LEVEL OF ORDINARY SKILL	13.5.3	Level of Ordinary Skill
5.19	MOTIVATION TO COMBINE & EXPECTATION OF SUCCESS		
5.20	OBVIOUSNESS - HINDSIGHT		
5.21	OBJECTIVE CRITERIA CONCERNING OBVIOUSNESS	13.5.4	Objective Indications Concerning Obviousness
N/A		13.5.5	Independent Invention by Others
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6.	PATENT DAMAGES		
6.1	PATENT DAMAGES – GENERAL	15	Damages for Patent Infringement - General
6.2	COMPENSATORY PATENT DAMAGES IN GENERAL	15.1	Compensatory Patent Damages
N/A		15.2	Date Damages Begin and End
6.3		15.3	Burden of Proof
6.4		15.4	Two Types of Patent Damages
6.5		15.6	Lost Profits Generally
9.6	PATENT LOST PROFITS – CRYOVAC'S COMPETING PRODUCT		
N/A		15.7.2	Manufacturing and Marketing Ability
6.7	PATENT LOST PROFITS – PANDUIT APPROACH	15.7,	Lost Profits Due to Lost Sales Demand
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6.10	FUTURE PATENT PROFITS – DETERMINATION	A de la constanta de la consta	
		The state of the s	
7.	DAMAGES FOR BUSINESS TORT CLAIMS		The second secon
WATER TO THE TAXABLE		The second secon	WOMEN CONTROL OF THE PROPERTY
7,7.1	DAMAGES FOR BUSINESS TORT CLAIMS – GENERALLY		
7.2	DAMAGES – IMPOSSIBILITY OF PRECISE CALCULATION NO BAR TO RECOVERY		
		19.1	Compensatory Damages
7.3	RECOVERABLE ELEMENTS OF DAMAGE	17.1	Recoverable Elements for Interference with
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		19.	Damage for Tortious Interference with
7444			Prospective Contractual Relations
7.4	MITIGATION/LOST VOLUME SELLER	17.2	Duty to Mitigate Damages
8.	DELIBERATION AND VERDICT	20.	Deliberations and Verdict
		20.1	Duty to Deliberate
		20.2	Court Has No Opinion
N/A		15.5	Entire Market Value Rule
N/A		15.9	Reasonable Royalty
N/A		15.9.1	What is a Reasonable Royalty
6.12		15.9.2	Factors for Determining a Reasonable Royalty
		15.10	Total Patent Infringement Damages
5.13	PATENT DAMAGES INTEREST	15.11	Closing Statement – Patent Infringement Damages
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CERTIFICATE OF SERVICE

I, Michele Sherretta, hereby certify that on May 10, 2006, I caused to be electronically filed a true and correct copy of the foregoing document with the Clerk of the Court using CM/ECF, which will send notification that such document is available for viewing and downloading to the following counsel of record:

> N. Richard Powers, Esquire Connolly Bove Lodge & Hutz LLP The Nemours Building 1007 North Orange Street P. O. Box 2207 Wilmington, DE 19899

I further certify that I caused a copy of the foregoing document to be served by hand delivery on the above-listed counsel of record and on the following non-registered participant in the manner indicated below:

BY FEDERAL EXPRESS

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